

**IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION**

JOSEPH NARCISSE, et al.

Plaintiffs

vs.

SAMUEL A. BARHORST

Defendant

* **CASE NO. 3:07-cv-00253-WHR
CASE NO. 3:10 cv 079
(Consolidated)**

* **Judge Timothy S. Black**

* **ORDER CONFIRMING AND
ENFORCING SETTLEMENT AND
DISMISSING ALL CLAIMS;
TERMINATION ENTRY**

This matter came on for Status Conference to finalize the settlement earlier reported by all counsel in this action which was initiated by Plaintiff, Joseph Narcisse, under Case No. 3:07-cv-253. (Case No. 3:10-cv-079 initiated by Plaintiff, Desmond Guillory, was consolidated with this action but the claims in the Guillory action are being dismissed with prejudice in a separate filing pursuant to settlement among the parties in that Guillory lawsuit.) In attendance at the conference were Cassandra Collier-Williams as counsel for Plaintiff Narcisse, Thomas M. Green as counsel for Intervenor, Morrow, Morrow, Ryan & Bassett, and Stephen V. Freeze as counsel for Defendant, Samuel A. Barhorst. Counsel for Intervenor Plaintiff, The Insurance Company of the State of Pennsylvania, and counsel for New Party Plaintiff, Ohio Bureau of Workers'

Compensation, were not in attendance but had earlier reported to the Court of the settlement of their claims in this action.

With all counsel for all parties having earlier reported to the Court that all claims had been settled, the Court scheduled this conference to confirm and enforce the settlement and to provide for a dismissal of all claims in this action upon the terms agreed by the parties. Plaintiff Narcisse was not in attendance at the conference but his counsel, Cassandra Collier-Williams, confirmed once again that Plaintiff Narcisse had authorized settlement of his claims as is reflected in the Court's Minute Entries filed on April 6, 10, and 13, 2012. Having been informed at the Status Conference of the settlement terms by counsel, the Court finds that all claims filed in this action by all parties are settled and that, pursuant to the settlement terms agreed upon, the Court does hereby find that the following payments shall be made by the liability insurer of Defendant Barhorst to the following persons or entities in the following amounts and shall be sent to respective counsel for such payees:

1. \$150,000.00 to Plaintiff, Joseph Narcisse;
2. \$130,000.00 to Cassandra Collier-Williams, LLC, Attorney for Plaintiff Narcisse;
3. \$100,000.00 to The Insurance Company of the State of Pennsylvania (with regard to payments made in the Louisiana Workers' Compensation claim of Plaintiff Narcisse);
4. \$11,000.00 to Green & Green Lawyers IOLTA Trust Account (with regard to the claims of its client, Morrow, Morrow, Ryan & Bassett);
5. \$8,000.00 to The Ohio Treasurer of State (with regard to payments made in the Ohio Workers' Compensation claim of Plaintiff Narcisse); and
6. \$1,000.00 to Spectrum Diagnostic (with regard to an outstanding medical bill owed by Plaintiff Narcisse and to be sent to Cassandra Collier-Williams)

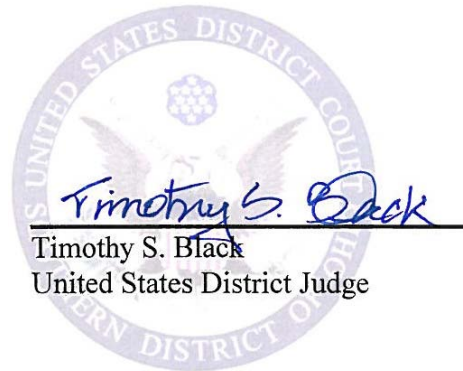
Upon the sending of such listed payments, Defendant Barhorst shall be released and discharged from any and all legal liability or responsibility to any party to this action. In addition, counsel for Plaintiff Narcisse shall send to Plaintiff Narcisse a Release for signature as

prepared by counsel for Defendant Barhorst and approved by counsel for Plaintiff Narcisse. Appropriate release documents as approved by their respective counsel shall be executed by The Insurance Company for the State of Pennsylvania, Ohio Bureau of Workers' Compensation, and Morrow, Morrow, Ryan & Bassett.

The Court hereby confirms the settlement as reflected above and also as represented by counsel to the Court at the Status Conference. The parties and counsel shall conclude the settlement pursuant to and in accordance with such settlement terms. Given the settlement of the parties, this action and all claims filed in this action by all parties are hereby dismissed with prejudice. Defendant Barhorst shall pay court costs. The Court will retain jurisdiction to enforce the terms of the settlement among the parties, if necessary.

IT IS SO ORDERED.

Date: 4/26/2012



s/ Cassandra Collier-Williams
Cassandra Collier-Williams (0051951)
Urban League Building
2930 Prospect Avenue, First Floor
Cleveland, OH 44115
216-621-9190
216-621-9020 fax
ohlaw1@sbcglobal.net
Attorney for Plaintiff, Joseph Narcisse

s/Stephen V. Freeze
Stephen V. Freeze (OH12173)
FREUND, FREEZE & ARNOLD
One Dayton Centre
1 South Main Street, Suite 1800
Dayton, OH 45402-2017
Phone: (937) 222-2424
Fax: (937) 222-5369
sfreeze@ffalaw.com
Attorney for Defendant, Samuel A. Barhorst

s/Timothy A. Ita

Timothy A. Ita
Roberts, Matejczyk & Ita Co., L.P.A.
5045 Park Avenue West, Suit 2B
Seville, OH 44273
330-769-0911
330-769-0922 fax
Attorney for Intervening Plaintiff
The Insurance Company of the State of
Pennsylvania

s/Thomas M. Green

Thomas M. Green (0016361)
Green & Green, Lawyers
800 Performance Place
109 North Main Street
Dayton, OH 45402-1290
937-224-3333
937-224-4311 fax
tmgreen@green-law.com
Attorney for Morrow, Morrow, Ryan &
Bassett

s/Adam J. Bennett

Adam J. Bennett (0077831)
Andrew P. Cooke (0040810)
COOKE, DEMERS & GLEASON, LLC
As Special Counsel for the Attorney General
3 North High Street
P. O. Box 714
New Albany, OH 43054
(614) 464-3900
(614) 222-4830 (fax)
abennett@cdgattorneys.com
Attorney for Ohio Bureau of Workers' Compensation